



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, August 09, 2023 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

OLD BUSINESS

1. Motion to discuss Lions Club Agreement for Lion's Park

NEW BUSINESS

2. Motion to discuss/approve **Resolution 2023-19** A Resolution for Improvement under the Illinois Highway Code
3. Motion to discuss/approve **Resolution 2023-20** A Resolution of the Village of Poplar Grove resolving to award a construction contract for section number 23-00011-00-RS, State Street improvements
4. Motion to discuss/approve request from Belvidere Park District for block/hydrant party in Prairie Green Subdivision on August 15th, 2023 from 4-5:30pm

- [5.](#) Motion to discuss/approve **Resolution 2023-21** A Resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an statement of work service agreement for online code hosting services provided to the Village of Poplar Grove by CivicPlus, LLC
6. Motion to discuss possible request for bids for update of Comprehensive Land Use Plan
- [7.](#) Motion to discuss/approve **Ordinance 2023-14** An Ordinance of the Village of Poplar Grove, Illinois amending Title VII, Building Regulations, Chapter 1, Building Code, Section 7-1-5, Permit Fees of the Village of Poplar Grove Code of Ordinances
8. Motion to discuss when a permit is required documents
9. Motion to discuss a possible future workshop on Robert's Rules of Order Training by local Parliamentarian

ADJOURNMENT (Voice Vote)

KJ 08/07/2023

FIRST AMENDED AGREEMENT

THIS AGREEMENT (the “Agreement”) entered into this ____ day of _____, 2021, by and between the Village of Poplar Grove, an Illinois municipal corporation (“Poplar Grove”), and the Poplar Grove Lions Charities Inc. a/k/a the Poplar Grove Lions Club, an Illinois not-for-profit corporation (“Lions Club”).

WHEREAS, in June 1989, subject to the terms and conditions of an agreement of the same date (the “1989 Agreement”), the Lions Club gifted and conveyed legal title to an eight (8) acre parcel located in the Village of Poplar Grove, Boone County, Illinois, legally described in Exhibit “A”, attached hereto and incorporated herein by reference (hereinafter the “Premises”), to Poplar Grove.

WHEREAS, the purpose of the transfer of the Premises was to establish a community park to be operated and developed by the Lions Club and for the benefit of the community at large.

WHEREAS, subject to the terms and conditions of the 1989 Agreement, Poplar Grove is now the titled owner of the Premises; and

WHEREAS, Poplar Grove and the Lions Club desire to restate and amend the terms and conditions of the Agreement between the parties in order to continue the cooperative development and maintenance of the Premises.

NOW, THEREFORE, for consideration, and in consideration of the mutual covenants and promises as set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Continued Development Rights

The Lions Club shall continue to retain the right to develop and improve the Premises into a community park, subject to the terms and conditions of this Agreement, in any manner that they see reasonably fit and practical.

2. Term

The initial term of the agreement shall expire effective April 30, 2025. Thereafter, the agreement shall be renewed every four years, or within sixty (60) days of the swearing in of an individual to the office of Village President.

~~2. Term~~

~~The initial term of this Agreement shall be for twenty five (25) years. This Agreement shall be automatically renewed for successive periods of 25 years unless:~~

- ~~(a) the Lions Club notifies Poplar Grove of termination, in writing, at least 60 days before the end of the term, in which case this Agreement shall terminate upon the expiry of the applicable term; or~~
- ~~(b) otherwise terminated pursuant to the terms contained in this Agreement.~~

23. Responsibilities of Poplar Grove

Poplar Grove shall maintain the Premises by providing the following as needed:

- (a) Grass mowing
- (b) Weed control
- (c) Maintenance of parking lots and drives
- (d) Refuse and trash removal

43. Responsibilities of the Lions Club

The Lions Club shall provide normal upkeep of the following appurtenances at the Premises:

- (a) Concessions
- (b) Rest rooms
- (c) Playground equipment
- (d) Maintenance building

54. Scheduling

In recognition of the contributions to Poplar Grove and surrounding communities and its residences, the Lions Club shall have first choice for scheduling activities and the dates of events. The Lions Club will advise Poplar Grove of the appropriate contact for reserving park space and facilities.

65. Improvements

The Lions Club and Poplar Grove will collaborate to develop the Premises to the benefit of the community under the following provisions:

- (a) Poplar Grove will consider providing funding for improvement projects within the Premises; and
- (b) Poplar Grove will consider joint funding of projects with the Lions Club at the Premises; and
- (c) Any permanent structure that either party hereto contemplates building on the Premises subsequent to the date of this Agreement shall be approved and agreed to in writing by both parties.

76. Reservation Fee Structure

The Lions Club ~~may develop a reservation fee structure for use of facilities at the Premises which will supersede and/or be in addition to any fees imposed and~~ Poplar Grove agree to cooperate in the establishment of fees charged for the use of the Premises. Poplar Grove shall adopt the fee schedule by Village ordinance, and codify fees charged for use of the Premises in a by Poplar Grove village ordinance. Fees will be applied equally to all like users of the Premises. At the request of Poplar Grove, the Lions shall provide Poplar Grove with a copy of the financial records accounting for money collected and expended on the Premises. The format of the records and information to be provided shall be in the same manner as ordinarily kept and maintained by the Lions Club. Poplar Grove's request for

records shall be limited to once per calendar year. Both parties agree to reasonably cooperate with each other relating to any request for records or information stemming from an audit or other requests from the Internal Revenue Service, Illinois Department of Revenue, or other similar agencies even if said cooperation results in more than one request for records or information per calendar year.

87. Assignment of Agreement

Without the prior, express, and written consent of the other party, which shall not be unreasonably withheld, neither party shall assign this Agreement to any third party.

98. Dangerous Materials

The Lions Club shall not store or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company. For the purposes of this provision, gas, oil, cleaning supplies and other supplies necessary for the ordinary maintenance of the Premises and its facilities shall not be considered dangerous materials.

109. Insurance

The Premises shall, at all times, pursuant to this Agreement, be the property of Poplar Grove and shall be covered under Poplar Grove's liability insurance policy. ~~Poplar Grove shall name the Lions Club as an additional insured on the insurance policy covering the Premises and provide the Lions Club with proof of insurance on an annual basis.~~ The Lions Club agrees to refrain from taking any action that would jeopardize Poplar Grove's ability to insure the Premises.

110. Termination

This Agreement may be terminated before its expiry if:

- (a) Both parties agree, in writing, to terminate the Agreement; or
- (b) Either party is dissolved and assignment of the Agreement to a third party is not possible under the provisions of Paragraph 8.

Upon termination, each party shall have no further rights or obligations as set forth in this Agreement.

112. Binding Effect

The covenants and conditions contained in this Agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties, and all covenants are to be construed as conditions of this Agreement.

123. Governing Law

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with

the laws of the State of Illinois.

134. Entire Agreement

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

145. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

156. Notices

Any notices required or desired to be given under this Agreement shall be deemed to have been sufficiently given to either party when delivered via USPS, UPS, or FedEx with signature confirmation.

Notice to Poplar Grove shall be sent to:

Notice to the Lions Club shall be sent to:

167. Survival of Provisions

If any of the provisions of this instrument are invalid with any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, however, the remainder of this instrument and any other application of such provision shall not be affected hereby.

178. Venue of Actions

The parties hereto mutually covenant and agree that any and all suits for any and every breach of this Agreement shall be instituted and maintained in any court of competent jurisdiction in Boone County, Illinois.

189. Jurisdiction

All parties hereto hereby agree, consent and submit to the jurisdiction of the courts of the State of Illinois relative to any and all suits, claims, causes of action, interpretation of damages and any other judicial proceedings that may arise out of the performance of and/or enforcement of this Agreement.

2019. Waiver of Right to Change Venue

The parties hereto acknowledge that this Agreement is executed in Poplar Grove, Illinois, and also acknowledge that they have agreed that any and all proceedings and/or actions pertaining to this Agreement shall be instituted, prosecuted and defended in the courts of Boone County, Illinois, and therefore, both Poplar Gove and the Lions Club, hereby waive their respective rights to a change of venue.

201. Use of Headings

The Article, Section and Clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

212. Counterparts

This Agreement may be executed in two or more counterparts, and all such counterparts shall constitute one and the same instrument provided all counterparts are provided to both parties and identified as part of this Agreement before the signed date of this Agreement.

223. Amendments, Modifications

Except as otherwise provided for herein, this Agreement may not be amended, modified, or terminated, nor any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the parties hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO ARE DULY AUTHORIZED TO SIGN AND HAVE SIGNED THIS AGREEMENT ON THIS THE _____ DAY OF _____, 2021, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING DOCUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO CONSENT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

VILLAGE OF POPLAR GROVE:

ITS PRESIDENT

ATTEST:

CLERK

**POPLAR GROVE LIONS CHARITIES INC.
a/k/a POPLAR GROVE LIONS CLUB:**

BY: _____
ITS: _____

PARK RULES AND REGULATIONS:

It shall be unlawful to: (Ord. 372, 1981)

- A) Have pets on the grounds of Lions Park and unleashed pets on any of the other parks, which the village may have jurisdiction over. (Ord. 561, 3-11-2002)
- (1) This section shall not apply to any service animal which is being used to assist a blind, deaf; or mobility-impaired person, provided that the service animal has adequate identification that it is a service animal.
- B) Horseback ride.
- C) Build fires in any area other than designated.
- D) Camp.
- E) Operate motorized vehicles on any of the park property other than on the roadway.
- F) Harm, remove or disturb any building equipment, sign, marker, or structure.
- G) Cause excessive noise as to disturb others.
- H) Possess any of the following items on park property: glass containers (other than what is necessary to provide immediate medical treatment), firearms, air guns, blow guns, bows and arrows, crossbows, spears, or fixed/locking knives over 3" in length.
- I) Throw, cast, lay or place any rubbish, paper, garbage or refuse matter of any kind in or upon Lions Park other than in refuse containers.
- J) Damage, cut, break or in any way injure or deface any tree, shrub, plant, flower, or turf in the park premises.
- K) Be present in the park from ten o'clock (10:00) P.M. to six o'clock (6:00) A.M.
- L) Sell or distribute alcoholic beverages without permission from the village board of trustees and upon supplying proper dramshop coverage. (Ord. 372, 1981)
- M) Utilize the park for any organized activity, for-profit pursuit, event, or gathering without a reservation, completed rental agreement, and deposit as defined by the fee structure and/or village ordinance.

PENALTIES

Eviction. Any person or organization violating any of the provisions of this chapter may be forthwith evicted from Lions Park.

Penalty. Any person or organization violating any of the provisions of this chapter shall, upon conviction, pay a fine of not less than \$50.00 nor more than the maximum allowed by law.

LEASE AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2021 by and between the Village of Poplar Grove, and Illinois municipal corporation, (“Village”), and the Poplar Grove Lions Club, a(n) Illinois _____ (“Lions”).

WHEREAS, Village is the owner of real property located within the geographic boundaries of the Village commonly known as Lions Park (“Park”); and

WHEREAS, the Village desires to lease the Park to the Lions under the terms and conditions set forth herein.

NOW, THEREFORE, for consideration, and in consideration of the mutual covenants and promises as set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject of Lease

Village shall lease to Lions the property commonly known as Lions Park to be used exclusively as a park open to the public.

2. Term of Lease

The Park shall be leased by the Village to the Lions for an initial period of twenty-five (25) years for an annual fee of \$1 payable to the Village on January 1 of each year, unless the lease is earlier terminated pursuant to the terms contained in this Agreement.

3. Responsibilities of Village

Village shall maintain the Park by providing the following as needed:

- a. Grass mowing
- b. Weed control
- c. Maintenance of parking lots and drives
- d. Refuse and trash removal

4. Responsibilities of Lions

Lions shall provide normal upkeep of the following appurtenances at the Park:

- a. Concessions
- b. Rest rooms
- c. Playground equipment
- d. Maintenance building

5. Scheduling

In recognition of the contributions to the Village community and its residences, the Lions shall have the first opportunity for scheduling up to ____ activities and the dates of activities. The Lions will provide a list of such activities and dates to the Village Clerk each December 1 for the following year.

6. Improvements

Lions may submit suggested plans for improvements to the Park, but no improvement at the Park may be commenced without approval by the Village Board.

7. Reservation Fee Structure

The Lions may develop a reservation fee structure for use of the Park facilities which will be in addition to any fees imposed by Village ordinance. Upon approval of the fee structure by the Village Board, the fees will be applied equally to all users of the Park.

8. Assignment of Agreement

Without the prior, express, and written consent of the other party, neither party shall assign this Agreement to any third party.

9. Dangerous Materials

Lions shall not store or have on the Park property any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Park property or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. Insurance

The Park shall at all times pursuant to this Agreement be the property of the Village and shall be covered under Village's liability insurance policy. Lions agree to maintain Park facilities in a manner and in such a way as to be eligible for coverage under the Village's liability insurance policy.

11. Termination

Either party to this Agreement may terminate the Agreement, with or without cause, by giving 60 days' written notice to the other party of its intent to terminate according to the terms set forth in Paragraph 16 below. Upon termination, each party shall have no further rights or obligations as set forth in this Agreement.

12. Binding Effect

The covenants and conditions contained in this Agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties, and all covenants are to be construed as conditions

of this Agreement.

13. Governing Law

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

14. Entire Agreement

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

15. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

16. Notices

Any notices required or desired to be given under this contract shall be deemed to have been sufficiently given to either party when delivered or when mailed via first class regular mail, with postage prepaid, addressed to the parties last known address, or to such other address as any of them, by notice to the others, may designate from time to time. For the purpose of measuring the passage of time, the “mailbox rule” shall apply and the parties agree that all such measurements will begin upon mailing of said notice of other writing, by the other party, which may be required under this Agreement.

Notice to Village shall be sent to: _____

Notice to Lions shall be sent to: _____

17. Survival of Provisions

If any of the provisions of this instrument are invalid with any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, however

the remainder of this instrument and any other application of such provision shall not be affected hereby.

18. Venue of Actions

The parties hereto mutually covenant and agree that any and all suits for any and every breach of this contract shall be instituted and maintained in any court of competent jurisdiction in Boone County, Illinois.

19. Jurisdiction

All parties hereto hereby agree, consent and submit to the jurisdiction of the courts of the State of Illinois relative to any and all suits, claims, causes of action, interpretation of damages and any other judicial proceedings that may arise out of the performance of and/or enforcement of this contract.

20. Waiver of Right to Change Venue

The parties hereto acknowledge that this contract is executed in Poplar Grove, Illinois, and also acknowledge that they have agreed that any and all proceedings and or actions pertaining to this contract shall be instituted, prosecuted and defended in the courts of Boone County, Illinois, and therefore, both the Village and the Lions, hereby waive their respective rights to a change of venue.

21. Use of Pronouns

All terms used in this instrument, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Contract or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

22. Use of Headings

The Article, Section and Clause headings appearing in this contract have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

23. Counterparts

This Agreement may be executed in two or more counterparts, and all such counterparts shall constitute one and the same instrument.

24. Amendments, Modifications

Except as otherwise provided for herein, this contract may not be amended, modified, or

terminated, nor any obligation hereunder be waived orally and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the parties hereto.

25. Indemnification

Lions agree to indemnify Village and hold Village harmless for any damages or injury that may occur on the Park property to any person, or to the Property or any improvements contained thereon, or any part thereof, due to any negligent or willful acts or omissions of Lions or any of its guests, invitees, occupants, agents or subcontractors.

IN WITNESS WHEREOF, THE PARTIES HERETO ARE DULY AUTHORIZED TO SIGN AND HAVE SIGNED THIS AGREEMENT ON THIS THE _____ DAY OF _____, 2021 AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING DOCUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO CONSENT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

VILLAGE OF POPLAR GROVE:

POPLAR GROVE LIONS CLUB:

ITS PRESIDENT

BY: _____
ITS: _____

ATTEST:

CLERK



To: The Village President and Board of Trustees

From: Chris Dopkins, P.E., Village Engineer

**Re: State Street Improvements - Section 23-00011-00-RS
Appropriation of Funds & Contract Award**

Date: August 3, 2023

As previously reported, IDOT required us to separate the State Street Improvements and the Orth Road Improvements into two separate contracts due to a number of factors, most predominantly the use Rebuild Illinois (RBI) funding which requires different design policies. Bids for the State Street Improvements were opened on August 3rd, and bids for the Orth Road Improvements are currently scheduled to be opened on August 16th.

Attached to this memo are:

- Resolution 2023-19, which “appropriates” Motor Fuel Tax Funds through IDOT. Upon passage, four certified copies of the executed resolution need to be sent to IDOT’s regional office in Dixon. Note that the Village is using its allotment of Rebuild Illinois Funds (\$331,045.48) towards the project.
- Resolution 2023-20 which awards the contract for the State Street Improvements to Rock Road.
- An itemized breakdown of the bid results.

Contract documents were procured by total of three (3) general contractors and two (2) subcontractors. The following is a summary of the bid results, and a detailed breakdown of the results is attached:

<u>Contractor</u>	<u>Proposal</u>
1. Rock Road Companies, Inc.	\$371,259.55
2. Curran Contracting Company, Inc.	\$376,814.15
Engineer’s Opinion of Probable Cost:	\$404,179.30

I have attached a detailed breakdown of the bid results to this memorandum for your review. IDOT requires a minimum of eight days to pass between the time that proposals are opened and the time that the contract is awarded, and therefore language is included in the resolution that awards the contract contingent upon any protests being filed.

Recommendation:

We recommend the Village appropriate funds as outlined in Resolution 2023-19. We further find that Rock Road Companies, Inc. is the lowest responsive, responsible bidder for Section 23-00011-00-RS, State Street Improvements and we recommend award of the construction contract to Rock Road contingent upon the eight-day protest period passing without a protest being filed.

I look forward to discussing this item with the Board and in the meantime please do not hesitate to contact me at 636-9590 with any questions. Thank you.



Tabulation of Bids - 5 Bidders

Local Public Agency

County

Section Number

Letting Date

Village of Poplar Grove

Boone

23-00011-00-RS

08/03/23

Approved By
Engineer's Estimate
\$404,179.30

Attended By
(IDOT Representative(s))
None

Bidder's Name	Rock Road	Curran		
Bidder's Address	P.O. Box 1818	286 Memorial Court		
City, State, Zip	Janesville, WI, 53547	Crystal Lake, IL, 60014		
Proposal Guarantee				
Terms				

Approved Engineer's Estimate													
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price
1	Bit Surf. Rem., But. Jnt., 2.		SY	1020	\$12.0000	\$12,240.00	\$8.8900	\$9,067.80	\$15.0000	\$15,300.00		\$0.00	\$0.00
2	Bit. Surf. Rem., Edge Mill.		SY	4680	\$4.0000	\$18,720.00	\$3.9200	\$18,345.60	\$2.7000	\$12,636.00		\$0.00	\$0.00
3	Remove PCC Sidewalk		SF	1395	\$5.0000	\$6,975.00	\$5.2500	\$7,323.75	\$6.0000	\$8,370.00		\$0.00	\$0.00
4	Remove PCC Curb & Gutter		LF	280	\$25.0000	\$7,000.00	\$27.0000	\$7,560.00	\$6.0000	\$1,680.00		\$0.00	\$0.00
5	Adjust Sanitary Manhole		EA	6	\$1,800.0000	\$10,800.00	\$1,005.0000	\$6,030.00	\$2,200.0000	\$13,200.00		\$0.00	\$0.00
6	Adjust Water Valve		EA	1	\$450.0000	\$450.00	\$550.0000	\$550.00	\$200.0000	\$200.00		\$0.00	\$0.00
7	Inlet Repair, 0'-2'		EA	8	\$2,000.0000	\$16,000.00	\$1,870.0000	\$14,960.00	\$1,700.0000	\$13,600.00		\$0.00	\$0.00
8	PCC Curb & Gutter		LF	280	\$50.0000	\$14,000.00	\$55.0000	\$15,400.00	\$45.0000	\$12,600.00		\$0.00	\$0.00
9	PCC Sidewalk, 4"		SF	1308	\$11.0000	\$14,388.00	\$17.5000	\$22,890.00	\$15.0000	\$19,620.00		\$0.00	\$0.00
10	Detachable Warning		SF	142	\$45.0000	\$6,390.00	\$40.0000	\$5,680.00	\$32.0000	\$4,544.00		\$0.00	\$0.00
11	Pymt. Fab. Special, Syste		LF	3450	\$3.4700	\$11,971.50	\$3.4700	\$11,971.50	\$3.8000	\$13,110.00		\$0.00	\$0.00
12	Tack Coat		LB	9480	\$0.0100	\$94.80	\$0.0100	\$94.80	\$0.0100	\$94.80		\$0.00	\$0.00
13	HMA Lvl. Bnd., Hand Meth		Ton	5	\$250.0000	\$1,250.00	\$125.0000	\$625.00	\$350.0000	\$1,750.00		\$0.00	\$0.00
14	HMA LB Mach. 1.0" N50 P		Ton	850	\$135.0000	\$114,750.00	\$115.0000	\$97,750.00	\$112.0000	\$95,200.00		\$0.00	\$0.00
15	HMA Surf., N50, Mix C, 1.5		Ton	1265	\$95.0000	\$120,175.00	\$87.0000	\$110,055.00	\$84.0000	\$106,260.00		\$0.00	\$0.00
16	Aggregate Shoulders		TON	125	\$45.0000	\$5,625.00	\$52.0000	\$6,500.00	\$50.0000	\$6,250.00		\$0.00	\$0.00
17	Thermoplastic Pymt. Mtk.,		LF	13800	\$1.2000	\$16,560.00	\$0.9000	\$12,420.00	\$0.8100	\$11,178.00		\$0.00	\$0.00
18	Thermoplastic Pymt. Mtk.,		LF	753	\$5.0000	\$3,765.00	\$2.7000	\$2,033.10	\$2.9500	\$2,221.35		\$0.00	\$0.00
19	Restoration		SY	775	\$11.0000	\$8,525.00	\$7.7200	\$5,983.00	\$10.0000	\$7,750.00		\$0.00	\$0.00
20	Erosion Control, Complete		LS	1	\$3,500.0000	\$3,500.00	\$2,020.0000	\$2,020.00	\$2,500.0000	\$2,500.00		\$0.00	\$0.00
21	Traffic Control, Complete		LS	1	\$11,000.0000	\$11,000.00	\$14,000.0000	\$14,000.00	\$28,750.0000	\$28,750.00		\$0.00	\$0.00
Total Bid:						\$371,259.55		\$376,814.15		\$0.00		\$0.00	\$0.00
As Calculated:													
% Over/Under:						(8.14)%				(6.77)%			



Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

2023-19

Section Number

23-00011-00-RS

BE IT RESOLVED, by the President and Board of Trustees

Governing Body Type

of the Village

Local Public Agency Type

of Poplar Grove

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
State Street (Poplar Grove Road)	0.68		Southern Corp Limit	Sherman Lane

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Resurfacing of State Street, Inlet Repairs, Curb and Gutter Repairs, PCC Sidewalk Repairs and ADA Ramp Upgrades, Strip Reflective Crack Control, Aggregate Shoulders and associated restoration and traffic control. Appropriation consists of \$331,035.48 of RBI Funds, \$58,964.52 MFT Funds.

2. That there is hereby appropriated the sum of Three Hundred Ninety Thousand

Dollars (\$390,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Karri Anderberg

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Poplar Grove

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Poplar Grove

Governing Body Type

Name of Local Public Agency

at a meeting held on August 09, 2023

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of August, 2023

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date

Department of Transportation



To: The Village President and Board of Trustees

From: Chris Dopkins, P.E., Village Engineer

**Re: State Street Improvements - Section 23-00011-00-RS
Appropriation of Funds & Contract Award**

Date: August 3, 2023

As previously reported, IDOT required us to separate the State Street Improvements and the Orth Road Improvements into two separate contracts due to a number of factors, most predominantly the use Rebuild Illinois (RBI) funding which requires different design policies. Bids for the State Street Improvements were opened on August 3rd, and bids for the Orth Road Improvements are currently scheduled to be opened on August 16th.

Attached to this memo are:

- Resolution 2023-19, which “appropriates” Motor Fuel Tax Funds through IDOT. Upon passage, four certified copies of the executed resolution need to be sent to IDOT’s regional office in Dixon. Note that the Village is using its allotment of Rebuild Illinois Funds (\$331,045.48) towards the project.
- Resolution 2023-20 which awards the contract for the State Street Improvements to Rock Road.
- An itemized breakdown of the bid results.

Contract documents were procured by total of three (3) general contractors and two (2) subcontractors. The following is a summary of the bid results, and a detailed breakdown of the results is attached:

<u>Contractor</u>	<u>Proposal</u>
1. Rock Road Companies, Inc.	\$371,259.55
2. Curran Contracting Company, Inc.	\$376,814.15
Engineer’s Opinion of Probable Cost:	\$404,179.30

I have attached a detailed breakdown of the bid results to this memorandum for your review. IDOT requires a minimum of eight days to pass between the time that proposals are opened and the time that the contract is awarded, and therefore language is included in the resolution that awards the contract contingent upon any protests being filed.

Recommendation:

We recommend the Village appropriate funds as outlined in Resolution 2023-19. We further find that Rock Road Companies, Inc. is the lowest responsive, responsible bidder for Section 23-00011-00-RS, State Street Improvements and we recommend award of the construction contract to Rock Road contingent upon the eight-day protest period passing without a protest being filed.

I look forward to discussing this item with the Board and in the meantime please do not hesitate to contact me at 636-9590 with any questions. Thank you.



Tabulation of Bids - 5 Bidders

Local Public Agency

County

Section Number

Letting Date

Village of Poplar Grove

Boone

23-00011-00-RS

08/03/23

Approved By
Engineer's Estimate
\$404,179.30

Attended By
(IDOT Representative(s))
None

Bidder's Name	Rock Road	Curran		
Bidder's Address	P.O. Box 1818	286 Memorial Court		
City, State, Zip	Janesville, WI, 53547	Crystal Lake, IL, 60014		
Proposal Guarantee				
Terms				

Approved Engineer's Estimate													
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price
1	Bit Surf. Rem., But. Jnt., 2.		SY	1020	\$12.0000	\$12,240.00	\$8.8900	\$9,067.80	\$15.0000	\$15,300.00		\$0.00	\$0.00
2	Bit. Surf. Rem., Edge Mill.		SY	4680	\$4.0000	\$18,720.00	\$3.9200	\$18,345.60	\$2.7000	\$12,636.00		\$0.00	\$0.00
3	Remove PCC Sidewalk		SF	1395	\$5.0000	\$6,975.00	\$5.2500	\$7,323.75	\$6.0000	\$8,370.00		\$0.00	\$0.00
4	Remove PCC Curb & Gutter		LF	280	\$25.0000	\$7,000.00	\$27.0000	\$7,560.00	\$6.0000	\$1,680.00		\$0.00	\$0.00
5	Adjust Sanitary Manhole		EA	6	\$1,800.0000	\$10,800.00	\$1,005.0000	\$6,030.00	\$2,200.0000	\$13,200.00		\$0.00	\$0.00
6	Adjust Water Valve		EA	1	\$450.0000	\$450.00	\$550.0000	\$550.00	\$200.0000	\$200.00		\$0.00	\$0.00
7	Inlet Repair, 0'-2'		EA	8	\$2,000.0000	\$16,000.00	\$1,870.0000	\$14,960.00	\$1,700.0000	\$13,600.00		\$0.00	\$0.00
8	PCC Curb & Gutter		LF	280	\$50.0000	\$14,000.00	\$55.0000	\$15,400.00	\$45.0000	\$12,600.00		\$0.00	\$0.00
9	PCC Sidewalk, 4"		SF	1308	\$11.0000	\$14,388.00	\$17.5000	\$22,890.00	\$15.0000	\$19,620.00		\$0.00	\$0.00
10	Detectable Warning		SF	142	\$45.0000	\$6,390.00	\$40.0000	\$5,680.00	\$32.0000	\$4,544.00		\$0.00	\$0.00
11	Pymt. Fab. Special, Syste		LF	3450	\$3.4700	\$11,971.50	\$3.4700	\$11,971.50	\$3.8000	\$13,110.00		\$0.00	\$0.00
12	Tack Coat		LB	9480	\$0.0100	\$94.80	\$0.0100	\$94.80	\$0.0100	\$94.80		\$0.00	\$0.00
13	HMA Lvl. Bnd., Hand Meth		Ton	5	\$250.0000	\$1,250.00	\$125.0000	\$625.00	\$350.0000	\$1,750.00		\$0.00	\$0.00
14	HMA LB Mach. 1.0" N50 P		Ton	850	\$135.0000	\$114,750.00	\$115.0000	\$97,750.00	\$112.0000	\$95,200.00		\$0.00	\$0.00
15	HMA Surf., N50, Mix C, 1.5		Ton	1265	\$95.0000	\$120,175.00	\$87.0000	\$110,055.00	\$84.0000	\$106,260.00		\$0.00	\$0.00
16	Aggregate Shoulders		TON	125	\$45.0000	\$5,625.00	\$52.0000	\$6,500.00	\$50.0000	\$6,250.00		\$0.00	\$0.00
17	Thermoplastic Pymt. Mtk.,		LF	13800	\$1.2000	\$16,560.00	\$0.9000	\$12,420.00	\$0.8100	\$11,178.00		\$0.00	\$0.00
18	Thermoplastic Pymt. Mtk.,		LF	753	\$5.0000	\$3,765.00	\$2.7000	\$2,033.10	\$2.9500	\$2,221.35		\$0.00	\$0.00
19	Restoration		SY	775	\$11.0000	\$8,525.00	\$7.7200	\$5,983.00	\$10.0000	\$7,750.00		\$0.00	\$0.00
20	Erosion Control, Complete		LS	1	\$3,500.0000	\$3,500.00	\$2,020.0000	\$2,020.00	\$2,500.0000	\$2,500.00		\$0.00	\$0.00
21	Traffic Control, Complete		LS	1	\$11,000.0000	\$11,000.00	\$14,000.0000	\$14,000.00	\$28,750.0000	\$28,750.00		\$0.00	\$0.00
Total Bid:						\$371,259.55		\$376,814.15		\$0.00		\$0.00	\$0.00
As Calculated:													
% Over/Under:						(8.14)%				(6.77)%			

RESOLUTION 23-20
A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING TO AWARD A
CONSTRUCTION CONTRACT FOR SECTION NUMBER 23-00011-00-RS, STATE
STREET IMPROVEMENTS

WHEREAS, the Village of Poplar Grove desires to maintain State Street between the Village’s southern corporate boundary and Sherman Lane; and,

WHEREAS, plans and specifications for section number 23-00011-00-RS underwent public bid letting in accordance with the Village’s purchasing policies and MFT procurement requirements; and,

WHEREAS, Rock Road Companies, Inc. has been identified as the lowest responsive, responsible bidder; and,

WHEREAS, this is a Public Works Project subject to the Illinois Prevailing Wage Act and the Village will comply with said act as required by 820 ILCS Sec. 130/0.01 *et seq.*; now therefore,

WHEREAS, the Village has determined that it is in the best interest of its citizens to construct the improvements.

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of Poplar Grove, Boone County, Illinois that by the adoption of this Resolution:

1. The above recitals are incorporated herein and made part hereof.
2. The Village hereby approves the award of a contract to Rock Road Companies, Inc. for Section Number 23-00011-00-RS, State Street Improvements in the amount of \$371,259.55 contingent upon the protest period expiring without a formal protest being filed.
3. A contingency of 15% of the bid amount is hereby authorized by the Board of Trustees for unforeseen/unanticipated circumstances that may arise during construction.
4. The Village President is hereby authorized to execute a contract with Rock Road Companies, Inc. and any document necessary to effectuate the intent set forth in this resolution and the Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this 9th day of August, 2023

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2023

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2023

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

HYDRANT PARTY

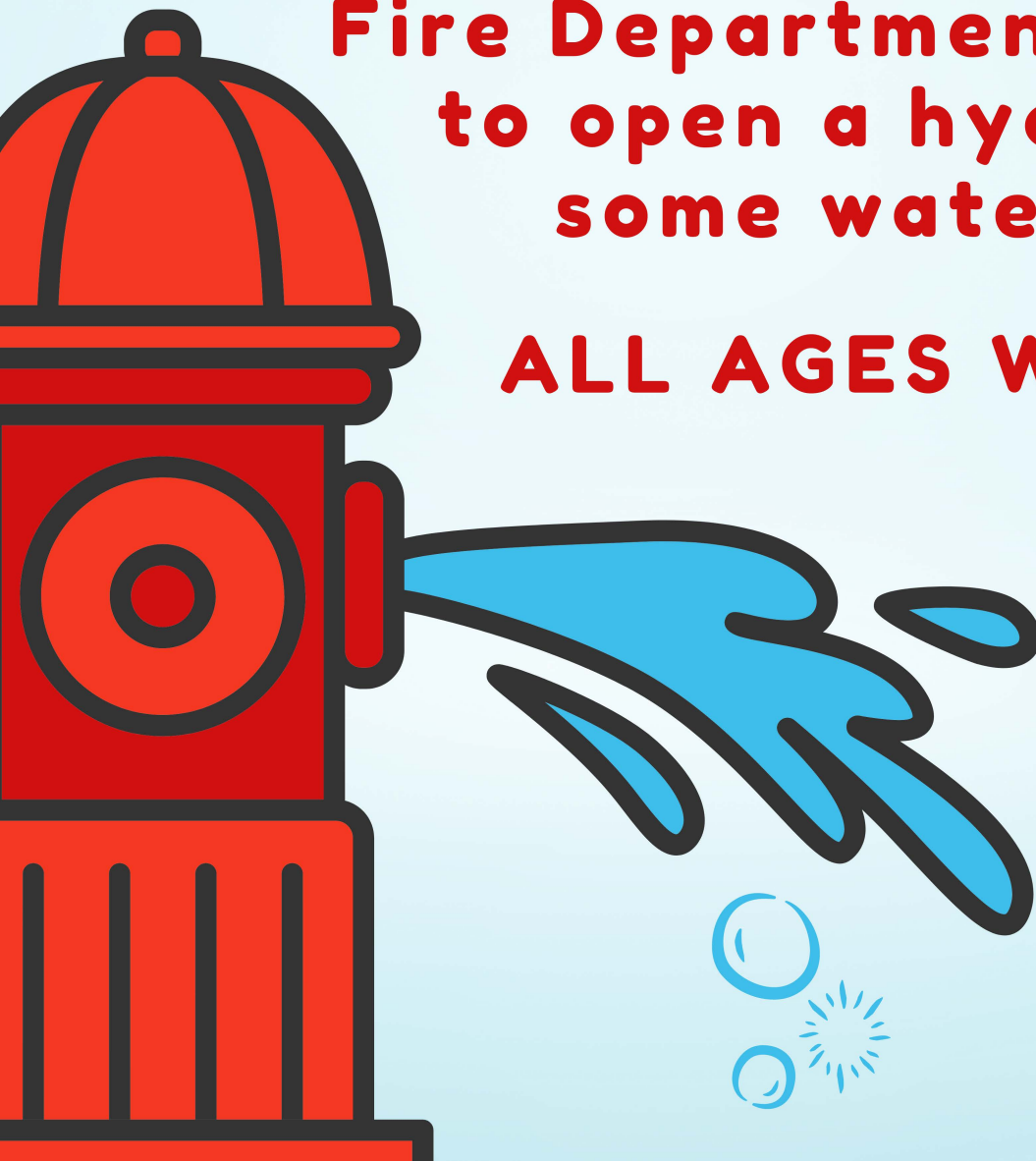
Item 4.

Prairie Green Subdivision in Poplar Grove

**Boone County District 2
Fire Department is coming
to open a hydrant for
some water fun!**

ALL AGES WELCOME!

**AUG 15
4-5:30 PM**



RESOLUTION NUMBER: 2023-21

**A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE
AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN STATEMENT OF
WORK SERVICE AGREEMENT FOR ONLINE CODE HOSTING SERVICES
PROVIDED TO THE VILLAGE OF POPLAR GROVE BY CIVICPLUS, LLC**

WHEREAS, the Village of Poplar Grove (the “Village”) has a need for online code hosting services including full-service supplement subscription, Municode Archival OrdBank, printed copies and freight, semi-annual print supplementation service, and supplement PDF documents for its employees and citizens; and

WHEREAS, CivicPlus, LLC, the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation (“CivicPlus”), contracts with municipalities for services related to online code hosting, full-service supplement subscription, Municode Archival OrdBank, printed copies and freight, semi-annual print supplementation service, and supplement PDF documents; and

WHEREAS, in June, 2018, the Village and CivicPlus entered into an agreement for services; and

WHEREAS, the current contract between the Village and CivicPlus is automatically renewed from year to year provided that each party cancel or change the agreement; and

WHEREAS, the Village and CivicPlus wish to amend the agreement for services effective August 1, 2023; and

WHEREAS, the Village and CivicPlus have reached an accord as to certain terms and conditions which shall apply to CivicPlus’ provision of the above referenced services to the Village; and

WHEREAS, such terms and conditions are memorialized in an Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein (“Agreement”); and

WHEREAS, the Village now desires to renew the Agreement for the services related to online code hosting, full-service supplement subscription, Municode Archival OrdBank, printed copies and freight, semi-annual print supplementation service, and supplement PDF documents with CivicPlus; and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enter into the Agreement.

NOW THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Poplar Grove, Illinois as follows:

1. The above recitals are incorporated herein and made a part hereof.

2. The Village hereby accepts and approves the renewal Agreement attached hereto as Exhibit A, or one in substantially similar form.
3. The Village President and Village Clerk are hereby authorized to execute and attest the Agreement.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS ____ DAY OF _____, 2023

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2023

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT A: AGREEMENT

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Customer:**

Q-38792-1

2/24/2023 12:40 PM

POPLAR GROVE
VILLAGE, ILLINOIS

Product Name	DESCRIPTION	QTY	TOTAL
Online Code Hosting	Online Code Hosting	1.00	USD 540.00
Full-Service Supplementation Subscription	Full Service Supplementation Subscription	1.00	USD 2,872.10
Municode Archival OrdBank	Municode Archival OrdBank Renewal	1.00	USD 408.00
Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included	1.00	USD 0.00
Semi-Annual Print Supplementation Service Included	Print Supplementation will begin with the ordinances received from the municipality on a semi-annual basis.	1.00	USD 0.00
Supplement PDF	Supplement PDF	1.00	USD 0.00
Annual Recurring Supplement Services - Initial Term		USD 3,820.10	

1. This Statement of Work ("SOW") is between Poplar Grove Illinois ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.
2. This SOW shall begin on 8/1/2023 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.

Acceptance

Item 5.

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.

1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.

2. Limitations of Services. Annual Recurring Supplement Service does NOT include:

a. Additional copies, reprints, binders and tab orders;

b. Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;

c. Legal work, creation of fee schedules, gender neutral review/implementation, external linking;

d. Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;

e. Online Code hosting and online features, this is listed separately.

For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.

3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.

4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.

5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.

6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.

9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.

10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone**Emergency Contact & Mobile Phone****Emergency Contact & Mobile Phone****Billing Contact**

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

ORDINANCE NUMBER: 2023-14

**AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AMENDING
TITLE VII, BUILDING REGULATIONS, CHAPTER 1, BUILDING CODE,
SECTION 7-1-5, PERMIT FEES OF THE
VILLAGE OF POPLAR GROVE CODE OF ORDINANCES**

WHEREAS, the Village of Poplar Grove, Illinois (“Village”) has adopted a Code of Ordinances (“Code”); and

WHEREAS, Title VII of the Code governs Building Regulations; and

WHEREAS, Chapter 1 of Title VII specifically relates to Building Codes; and

WHEREAS, the Village wishes to reduce the Building Permit Fees for the month of April for all Village residential properties and further wishes to offer a year-round permanent reduction in fees for senior citizens, active military and veterans; and

WHEREAS, the Village has determined that such amendments are in the best interest of the Village and its citizens.

NOW THEREFORE, be it ordained by the Mayor and Village Board of Trustees of the Village of Poplar Grove, Illinois as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. Section 7-1-5 Permit Fees is hereby amended to read as follows (added language is shown as bold and underlined):

Sec. 7-1-5 PERMIT FEES

A. Application Fee.

1. All permit applications shall require an application fee of \$25.00. All new construction must submit a list of all contractors and subcontractors to be used at the time of application submittal.

B. Fees for permits required by this chapter shall be as set forth in the Building Permit Fee Schedule adopted by the Village Board of Trustees. Notwithstanding the foregoing, fees outlined on the Building Permit Fee Schedule for residential properties will be reduced by thirty percent (30%) in the month of April each year within the Village of Poplar Grove. Additionally, fees outlined in the Building Permit Fee Schedule for residential properties shall be reduced by twenty percent (20%) for active military members, veterans, and seniors (Age 65 or older). This reduction in fees shall not be combined with the April reduction and shall be a permanent reduction offered year-round.

C. Time Limit Extension. A building permit may be extended once by the Building Inspector at the discretion of the Building Official. The length of the extension shall be determined by the Building Inspector. An application fee of \$50.00 is required to extend a building permit.

D. Work Commenced Without Permit. The fees for work started before a permit is issued shall be increased by 100 percent when in violation as determined by the Building Official.

E. Square Foot Computation. To compute the square footage for the fees the following procedure and dimensions shall govern:

1. Building, electrical and demolition:

a. The exterior dimensions shall be used for all floor areas including basements, garages and additional floors for the building.

b. For remodeling, the square footage of all areas being remodeled shall be used.

2. Heating. The exterior dimensions for all areas (including basements) which shall be heated shall be used.

F. Reinspection Fee. There shall be a reinspection fee charged for any reinspection regarding this section consistent with the Building Permit Fee Schedule as adopted by the Village Board of Trustees. The reinspection fee is \$52.00 for a residential inspection and \$63.00 for a commercial building inspection.

G. Temporary Certificate of Occupancy. The Building Inspector and/or Building Official may issue a Temporary Certificate of Occupancy for a building that meets all life safety issues. A non-refundable fee for a Temporary Certificate of Occupancy is \$100 for a residential project and \$500 for a commercial project per request.

In each case when a Temporary Certificate of Occupancy is to be issued, an escrow shall be submitted to the Village by the party who applied for the Building Permit to ensure completion of all remaining work will be conducted in a timely manner. The escrow value for any work remaining within the public right of way shall be in the form of a letter of credit in the name of the Village in an amount set forth on Schedule B in the office of the Village Clerk which may be amended from time to time as necessary. The escrow amount for any work remaining on any non-public property shall be 115% of the contract value. Any remaining escrow amount shall be refunded to the party who posted it upon issuance of a Final Certificate of Occupancy.

3. Except as amended in this Ordinance, all other provisions and terms of City Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

4. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2023

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2023

ATTEST:

CLERK

PRESIDENT